

**BY ORDER OF THE
SECRETARY OF THE AIR FORCE**

AIR FORCE INSTRUCTION 51-1301

1 OCTOBER 2000



Law

**JUDGE ADVOCATE CONTINUATION PAY
(JACP) PROGRAM**

COMPLIANCE WITH THIS PUBLICATION IS MANDATORY

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Pages: 21
Distribution: F

This instruction sets eligibility requirements and governs the judge advocate continuation pay program (JACP) for all Air Force judge advocates. This program does not apply to Air Force Reserve or Air National Guard judge advocates.

This instruction requires information protected by the Privacy Act of 1974. Title 37 United States Code (U.S.C.), Section 321 authorizes collection and maintenance of the information. System of Records Notice, T7340, Defense Joint Military Pay System-Active Component, applies. A Privacy Act Statement is printed on the Judge Advocate Continuation Pay Agreement. Refer to [Attachment 1](#) for glossary of references, abbreviations, acronyms, terms, and addresses. Process supplements that affect any military personnel function as shown in Air Force Instruction (AFI) 37-160, Volume 1, Table 3.2, *The Air Force Publications and Forms Management Program--Developing and Processing Publications* [formerly Air Force Regulation (AFR) 5-8]. Maintain and dispose of records created as a result of prescribed processes in accordance with AFMAN 37-139, *Records Disposition Schedule*.

This instruction is the first publication of AFI 51-1301.

Chapter 1

PROGRAM ELEMENTS

1.1. Determining Eligibility. HQ USAF/JAX determines judge advocate eligibility. Each judge advocate must:

- 1.1.1. Be an officer in the Air Force on full-time active duty.
- 1.1.2. Be entitled to judge advocate continuation pay (JACP) under 37 U.S.C. § 321.
- 1.1.3. Qualify and serve as a judge advocate as defined in 10 U.S.C. § 801.
- 1.1.4. Have completed the active duty service commitment (ADSC) incurred through the judge advocate's initial entry into The Judge Advocate General's Department (TJAGD) of the United States Air Force.
- 1.1.5. Have served no more than 12 years beyond the judge advocate's date of rank (DOR) to captain. For example, if a judge advocate has a DOR to captain of 1 January 2000, that captain is eligible to receive JACP through 31 December 2012. In this example, no JACP will be paid beyond 31 December 2012.
- 1.1.6. Not have an approved retirement/separation date.
- 1.1.7. Judge advocates who participated in the Funded Legal Education Program are not eligible for JACP.

1.2. ADSC for JACP. HQ USAF/JAX will ensure the ADSC is updated for all judge advocates receiving JACP based on individual agreements. JACP ADSCs will be served concurrently with non-JACP ADSCs unless otherwise specified in Air Force Instructions and consecutively to any other JACP ADSC(s).

1.2.1. When a judge advocate's JACP is suspended or terminated, ADSCs associated with JACP will not automatically be relieved or shortened. A judge advocate whose JACP eligibility terminates prior to the completion of the JACP ADSC may request a waiver to the JACP ADSC from HQ USAF/DP through The Judge Advocate General (TJAG). Send requests and supporting material to TJAG through HQ USAF/JAX, 1420 Air Force Pentagon, Washington, DC 20330. JACP will be suspended or terminated if a judge advocate:

- 1.2.1.1. Is waiting involuntary separation under AFI 36-3206, *Administrative Discharge Procedures*.
- 1.2.1.2. Has documented substantiated misconduct or substandard duty performance which renders him/her a poor candidate for retention under the terms of a JACP agreement.
- 1.2.1.3. Is awaiting or undergoing investigation into a military or civil offense(s) which could result in a finding of substantiated misconduct or substandard duty performance.

1.2.2. The JACP ADSC does not guarantee that a judge advocate will remain on active duty indefinitely if earlier administrative separation or retirement is appropriate. For example, the Air Force may separate a judge advocate before the JACP ADSC date when a judge advocate has been twice deferred for promotion and not selected for continuation. The Air Force can also initiate involuntary separa-

tion for cause under AFI 36-3206, *Administrative Discharge Procedures*, earlier than the JACP ADSC date.

1.2.3. Modification of existing agreements will be at the discretion of HQ USAF/DP.

1.3. Payment Rates and Schedules. Judge advocates may not receive more than \$60,000 in JACP payments. Payments are subject to flat rate state and federal income tax and are taxable during the year in which payments are actually paid to the member. The year in which payment is made may be different from the year in which the agreement was signed.

1.3.1. **Standard Payment Schedule.** This payment schedule applies to judge advocates with less than four years TAFCS on 1 October 2000 and to judge advocates who are not eligible to sign an agreement in FY01 under the Phase-In Schedule due to an existing ADSC incurred through the judge advocate's initial entry into TJAGD. Payments will be made in accordance with [Table 1.1](#). See [Table 1.1](#) for full details.

1.3.1.1. **Payment Type.** Continuation payments under paragraph [1.3.1](#) are either lump sum or equal annual payments, based on the judge advocate's preference. Although judge advocates receive the full amount specified by the lump sum agreement at the beginning of the agreement period, a portion of that lump sum amount has not yet been earned. For example, a judge advocate that signs a three-year agreement earns approximately \$8334 per year for a total of \$25,000. Until a judge advocate completes the ADSC specified by that lump sum agreement, he/she has not earned the full amount paid. This lump sum payment is an advance payment made with the understanding and agreement that the judge advocate will complete the specified ADSC. If the judge advocate does not complete the ADSC specified by the lump sum agreement, the unearned portion will be recouped.

1.3.1.2. **Contract Length.** Judge advocates must contract for the longest ADSC that could be completed before serving 12 years beyond the judge advocates' DOR to captain. If no three-year contract is available the judge advocate may sign a two-year agreement. All two-year agreements will be pro-rated to pay only for the amount of time remaining until the judge advocate has completed 12 years beyond that judge advocate's DOR to captain.

1.3.1.3. Those judges advocates who entered into an agreement during their fifth year of TAFCS have the option of signing a second agreement at the completion of six years TAFCS for a continuation payment of \$25,000, upon receipt of which they incur a three-year ADSC that will run consecutive to their first JACP ADSC. Judge advocates who are not selected for Conditional Reserve Status (CRS) are not eligible for this payment.

Table 1.1. Standard Payment Table.

R U L E	A	B
	If the judge advocate signs a contract for an ADSC of	Then the total JACP amount paid is
1	3 years	\$25,000
2	2 years	\$10,000

1.3.2. Phase-In Payment Schedules. These payment schedules apply to judge advocates who are on active duty with more than four years TAFCS, but have completed no more than 13 years TAFCS on 1 October 2000. No judge advocate with a total active federal commissioned service date (TAFCS D) earlier than 1 October 1988, except as modified in the following sentence, is eligible for a payment under this schedule. For prior non-judge advocate commissioned service judge advocates, TAFCS shall be recomputed to be DOR to captain minus six months. Judge advocates may choose between Option One and Option Two.

1.3.2.1. Option One. All JACP payments under this paragraph are paid in equal annual amounts. For example, if a judge advocate signs a two-year agreement for \$10,000, the judge advocate would receive \$5,000 in the first year and \$5,000 in the second year. Payments will be made in accordance with [Table 1.2](#). See [Table 1.2](#) for full details.

Table 1.2. Phase-In Option 1 Payment Table (See Note 1).

R U L E	A	B	C	D	E
	If the judge advocate's completed years of TAFCS on 1 Oct 00 is	But the judge advocate has not completed	Then the judge advocate is eligible to sign a JACP agreement(s) at the completion of	to incur an ADSC of	For a continuation payment(s) of
1	4	5 years TAFCS			
1a			5 years TAFCS, and	3 years, and	\$25,000, and
1b			8 years TAFCS, and	3 years, and	\$25,000, and
1c			11 years TAFCS	1 year	\$5,000
2	5	6 years TAFCS			
2a			6 years TAFCS, and	3 years, and	\$25,000, and
2b			9 years TAFCS	3 years	\$25,000
3	6	7 years TAFCS			
3a			7 years TAFCS, and	3 years, and	\$25,000, and
3b			10 years TAFCS	2 years	\$10,000
4	7	8 years TAFCS			
4a			8 years TAFCS, and	3 years, and	\$25,000, and
4b			11 years TAFCS	1 year	\$5,000
5	8	9 years TAFCS	9 years TAFCS	3 years	\$25,000
6	9	10 years TAFCS	10 years TAFCS	2 years	\$10,000
7	10	11 years TAFCS	11 years TAFCS	1 year	\$5,000
8	11	12 years TAFCS	12 years TAFCS	1 year	\$5,000

NOTE

1. Recoupment will be in accordance with [Table 1.4](#) and [Table 1.5](#).

1.3.2.2. Option Two. All JACP payments under this paragraph are paid in equal annual amounts. Judge advocates may sign an agreement under Option Two of the Phase-In Schedule anytime during the 30 days prior to 1 October 2000 but no later than 1 December 2000. Agreements signed before 1 October 2000 will have an effective date of 1 October 2000. Agreements signed after 1 October 2000 but no later than 1 December 2000 will have an effective date of the date the agreement was signed by the judge advocate. Payments will be made in accordance with [Table 1.3](#). See [Table 1.3](#) for full details. Option 2 will no longer be available after 1 December 2000.

Table 1.3. Phase-In Option 2 Payment Table.

R U L E	A	B	C	D
	If the judge advocate's completed years of TAFCS on 1 Oct 00 is:	But the judge advocate has not completed	to incur an ADSC	For a continuation payment of
1	4	5 years TAFCS	No Agreement Available is available under Option 2	
2	5	6 years TAFCS	through 12 years TAFCS	\$50,000
3	6	7 years TAFCS	through 12 years TAFCS	\$35,000
4	7	8 years TAFCS	through 12 years TAFCS	\$30,000
5	8	9 years TAFCS	through 12 years TAFCS	\$25,000
6	9	10 years TAFCS	through 12 years TAFCS	\$10,000
7	10	11 years TAFCS	through 12 years TAFCS	\$5,000
8	11	12 years TAFCS	through 13 years TAFCS	\$5,000

1.4. Approving Judge Advocate Continuation Payments. The Judge Advocate General (TJAG) is the JACP Approval Authority.

1.5. Disapproving Judge Advocate Continuation Payments:

1.5.1. The JACP Supervisor (see [Attachment 1 - Terms](#)) will recommend disapproval for judge advocates who:

1.5.1.1. Are awaiting involuntary separation under AFI 36-3206, *Administrative Discharge Procedures*.

1.5.1.2. Have documented substantiated misconduct or substandard duty performance which render them poor candidates for retention under the terms of a JACP agreement.

1.5.1.3. Are awaiting or undergoing investigation into a military or civil offense(s) which could result in a finding of misconduct or substandard duty performance.

1.5.2. If any of the above-listed conditions change, the judge advocate may re-apply for JACP by contacting his or her JACP Supervisor.

1.6. Suspending, Terminating, and Recouping JACP.

1.6.1. HQ USAF/JAX terminates further JACP payments when a judge advocate:

1.6.1.1. Is dismissed or discharged for cause.

1.6.1.2. Separates after declining selective continuation.

1.6.1.3. Voluntarily retires or separates before finishing the JACP ADSC.

1.6.1.4. Separates after being non-selected for promotion or selected by a reduction in force (RIF) board.

1.6.1.5. Separates after being non-selected for Conditional Reserve Status.

1.6.2. HQ USAF/JAX initiates recoupment of lump sum JACP from the judge advocate under the conditions in paragraph 1.6.1. in accordance with Table 1.4. Recoupment will also be initiated in those instances where JACP is paid through an administrative error. See Table 1.4. for full details.

Table 1.4. Lump Sum Payment Recoupment Table.

R U L E	A	C	D
	If the reason for failure to complete judge advocate service is: then	any scheduled payment is: and	unearned portion of the bonus is:
1	Voluntary (see note 1)	prorated for separation date	recouped.
2	Involuntary (see note 2)	prorated for remaining judge advocate service	recouped (see note 3).
3	Involuntary (see note 4)	not paid	recouped.
4	Death (see note 5)	paid	recouped.

NOTES:

1. Includes judge advocates separating under early release programs, those who declined to continue serving, or those who were released from TJAGD for service in another competitive category. (Although declination to continue serving precipitates an involuntary separation or retirement action, the action to decline continuation is voluntary and precludes an individual judge advocate from completing active service established by the continuation pay agreement).
2. Includes disability retirements or separation, and separations due to promotion non-selection, non-selection for CRS, or RIF actions.
3. For example, a judge advocate not selected for CRS must separate at the completion six years TAFCS. If that judge advocate contracted for the Initial JACP Continuation Payment of \$25,000 to incur a three-year ADSC, that judge advocate agreed to remain on active duty until

the completion of seven years TAFCS. Due to non-selection for CRS and the accompanying separation date of six years TAFCS, the judge advocate cannot serve the third year of the contracted ADSC. Consequently, the amount earned by the third year of service (or \$8,334) will be recouped upon separation (by offsetting the amount against separation pay in the case of non-selection for CRS).

4. Includes separation for cause and administrative disqualifications.
5. If a judge advocate dies in the line of duty while serving under a JACP agreement and is not subject to a regulatory/statutory recoupment, a lump sum in the total amount of payments remaining unpaid under the agreement at the time of death will be included in the final settlement of the judge advocate's military pay account.

1.6.3. HQ USAF/JAX initiates recoupment of equal annual JACP payments from the judge advocate under the conditions in paragraph 1.6.1. in accordance with Table 1.5. Recoupment will also be initiated in those instances where JACP is paid through an administrative error. See Table 1.5. for full details.

Table 1.5. Equal Annual Payment Recoupment Table.

R U L E	A	B	C	D	E
	If the reason for failure to complete judge advocate service is: and the effective	date of the disqualification or separation is: then the next	scheduled payment is: and future anniversary	payments are: and any	unearned portion of the bonus is:
1	Voluntary (see note 1)	after next anniversary payment	prorated for separation date	not paid	recouped.
		after most recent but before the next anniversary payment	not paid	not paid	recouped.
2	Involuntary (see note 2)	after next anniversary payment	prorated for remaining judge advocate service	not paid	recouped (see note 3).
		after most recent but before the next anniversary payment	not paid	not paid	recouped (see note 3).
3	Involuntary (see note 4)	after next anniversary payment	not paid	not paid	recouped.
		after most recent but before the next anniversary payment	not paid	not paid	recouped.
4	Death (see note 5)	immediate	paid	paid	recouped.

NOTES:

1. Includes judge advocates separating under early release programs, those who declined to continue serving, or those who were released from TJAGD for service in another competitive category. (Although declination to continue serving precipitates an involuntary separation or retirement action, the action to decline continuation is voluntary and precludes an individual judge advocate from completing active service established by the continuation pay agreement).
2. Includes disability retirements or separation, and separations due to promotion non-selection, non-selection for CRS, or RIF actions.
3. For example, a judge advocate not selected for CRS must separate at the completion six years TAFCS. If that judge advocate contracted for the Initial JACP Continuation Payment of \$25,000 to incur a three-year ADSC, that judge advocate agreed to remain on active duty until the completion of seven years TAFCS. Due to non-selection for CRS and the accompanying separation date of six years TAFCS, the judge advocate cannot serve the third year of the contracted ADSC. Consequently, the amount earned by the third year of service (or \$8,334) will be recouped upon separation (by offsetting the amount against separation pay in the case of non-selection for CRS)..
4. Includes separation for cause and administrative disqualifications.
5. If a judge advocate dies in the line of duty while serving under a JACP agreement and is not subject to a regulatory/statutory recoupment, a lump sum in the total amount of payments remaining unpaid under the agreement at the time of death will be included in the final settlement of the judge advocate's military pay account.

1.7. Release From JACP ADSC.

- 1.7.1. Judge advocates who wish to leave active duty prior to the completion of a JACP ADSC must send their requests through all intermediate judge advocate channels to TJAG for decision by HQ USAF/DP.
- 1.7.2. Final approval or disapproval will be made by HQ USAF/DP based on Air Force needs and will not be influenced by the judge advocate's offer to repay the JACP under any circumstance.

Chapter 2

APPLYING FOR JACP

2.1. Judge Advocates. Review these instructions before requesting counseling from JACP Supervisors. If a judge advocate is incorrectly identified for JACP, he or she will notify HQ USAF/JAX immediately in writing. If a judge advocate is eligible for JACP but have not been notified, he or she should contact HQ USAF/JAX.

2.1.1. Under the Standard Schedule, judge advocates may accept JACP anytime during the thirty days prior to their JACP eligibility date but no later than 30 days after their JACP eligibility date each calendar year. For judge advocates signing an agreement before their JACP eligibility date, the effective date of payment is the JACP eligibility date. For judge advocates signing an agreement after their eligibility date, the effective date of payment is the date signed.

2.1.2. Under Option One of the Phase-In Schedule, judge advocates may accept JACP during the thirty days prior to their JACP eligibility date or anytime within the fiscal year of eligibility. For judge advocates signing an agreement before their JACP eligibility date, the effective date of payment is the JACP eligibility date. For judge advocates signing an agreement after their eligibility date, the amount paid is pro-rated effective the date the agreement is signed.

2.1.3. Under Option Two of the Phase-In Schedule, judge advocates must accept JACP anytime during the thirty days prior to 1 October 2000 but no later than 1 December 2000. Agreements signed before 1 October 2000 will have an effective date of 1 October 2000. Agreements signed after 1 October 2000 but no later than 1 December 2000 will have an effective date of the date the agreement was signed by the judge advocate and the amount paid will be pro-rated accordingly.

2.1.4. Judge advocates inform JACP Supervisors when deciding to accept or decline JACP. If accepting JACP before the JACP eligibility date, the judge advocate's eligibility date is the effective date. If accepting JACP after eligibility date, the date of the request for JACP is the effective date. To accept JACP, judge advocates must:

2.1.4.1. If applicable, take action to withdraw a voluntary date of separation or retirement (the request for withdrawal must be approved before an agreement will be processed).

2.1.4.2. Sign and date the completed JACP agreement (see [Attachment 2](#)).

2.1.4.3. Give the original, signed, dated, and completed agreement to the JACP Supervisor.

2.1.4.4. Keep a copy of the signed agreement for personal records.

2.1.5. Judge advocates for whom HQ USAF/JAX is the JACP Supervisor must submit a Rater's Indorsement Memorandum with the signed JACP agreement (See [Attachment 3](#)). The Rater's Indorsement Memorandum must include whether the judge advocate:

2.1.5.1. Is awaiting involuntary separation under AFI 36-3206, *Administrative Discharge Procedures*.

2.1.5.2. Has documented substantiated misconduct or substandard duty performance.

2.1.5.3. Is awaiting or undergoing investigation into a military or civil offense(s) which could result in documented substantiated misconduct or substandard duty performance.

2.1.5.4. Has an approved separation or retirement date.

2.1.6. If the JACP Supervisor disapproves a JACP request, endorse the JACP Supervisor's disapproval memorandum (see [Attachment 4](#)). Judge advocates may write a rebuttal memorandum to TJAG and submit it to the JACP Supervisor within ten duty days after receiving a JACP disapproval notification. This package will be processed through all intermediate judge advocate channels to HQ USAF/JAX for final disposition by TJAG.

2.1.6.1. Judge advocates may request extensions beyond the ten duty day period in writing from their JACP Supervisor.

2.1.6.2. Judge advocates who fail to respond within the ten duty day period waive their right to respond.

2.2. JACP Supervisors (see [Attachment 1 - Terms](#)). At an all Air Force legal office at any level, the Staff Judge Advocate (SJA) is generally the JACP Supervisor. For judge advocates assigned as Area Defense Counsels (ADC) or Circuit Defense Counsels (CDC), the Chief Circuit Defense Counsel (CCDC) is the JACP Supervisor. For judge advocates assigned as Circuit Trial Counsels (CTC), the Chief Circuit Trial Counsel (CCTC) is the JACP Supervisor. For all other judge advocates assigned to Air Force Legal Services Agency (AFLSA) and judge advocates assigned to Headquarters, United States Air Force, the Division Chief is the JACP Supervisor. For base level SJAs, the Numbered Air Force (NAF) SJA is the JACP Supervisor. For all others, HQ USAF/JAX is the JACP Supervisor. JACP Supervisors will:

2.2.1. Ensure each eligible judge advocate reviews this AFI before providing counseling to a judge advocate.

2.2.2. Counsel each eligible judge advocate on the program's details, including: payment amounts, the ADSCs associated with accepting JACP, and the JACP effective date.

2.2.3. Processing Agreements.

2.2.3.1. Approvals.

2.2.3.1.1. For all judge advocates that accept JACP on or before their JACP effective date, circle "Recommend Approval" on the JACP agreement (see [Attachment 2](#)) and sign. The effective date of payment is the judge advocates effective date.

2.2.3.1.2. For all judge advocates that accept JACP after their effective date but during their fiscal year of eligibility, contact HQ USAF/JAX for the member's new effective date, ADSCs, and payment, then include this information on the agreements prior to counseling the individuals. Circle "Recommend Approval" on the JACP agreement (see [Attachment 2](#)) and sign.

2.2.3.1.3. Send the original, signed JACP agreement through all intermediate JAG channels for final processing by TJAG.

2.2.3.1.3.1. Example 1 - The JACP Supervisor is a base SJA. The SJA will forward the original, signed JACP agreement recommending approval to the NAF SJA. The NAF SJA will concur or nonconcur and forward the package to the Major Command (MAJCOM) SJA. The MAJCOM SJA will concur or nonconcur and forward the package through HQ USAF/JAX to TJAG.

2.2.3.1.3.2. Example 2 - The JACP Supervisor is a CCDC. The CCDC will forward the signed, original JACP agreement to AFLSA/JAJD. AFLSA/JAJD will concur or nonconcur and forward the package to AFLSA/JAJ. AFLSA/JAJ will concur or nonconcur and forward the package to AFLSA/CC. AFLSA/CC will concur or nonconcur and forward the package through HQ USAF/JAX to TJAG.

2.2.3.1.4. Maintain a copy of completed and signed agreements in accordance with AFMAN 37-139, *Records Disposition Schedule*.

2.2.3.2. Disapprovals:

2.2.3.2.1. Complete the JACP agreement (see [Attachment 2](#)) and circle “Recommend Disapproval.”

2.2.3.2.2. Write a memorandum that substantiates why the judge advocate’s agreement was disapproved (see [Attachment 4](#)) and attach pertinent documents.

2.2.3.2.3. Counsel disapproved judge advocates that they may submit a rebuttal to their JACP Supervisor within ten duty days. If no rebuttal is received by the JACP Supervisor within ten duty days, the judge advocate forfeits the opportunity for rebuttal and the disapproval package will be processed through all intermediate judge advocate channels to HQ USAF/JAX for disposition by TJAG.

2.2.3.2.4. Have a disapproved judge advocate acknowledge notification by signing the disapproval memorandum.

2.2.3.2.5. JACP Supervisors may grant reasonable extensions to the ten duty day response time period.

2.2.3.2.6. Forward the disapproval package (original documents) through all intermediate judge advocate channels to HQ USAF/JAX after receiving the judge advocate’s rebuttal memorandum, or in ten duty days, whichever comes first. TJAG is the final decision authority.

2.2.3.2.6.1. Example 1 - Base Level Judge Advocate. A base level judge advocate’s JACP Supervisor is the base SJA. The SJA will forward the disapproval recommendation and rebuttal letter (if any) to the NAF SJA. The NAF SJA will attach a memo stating the reasons for the NAF SJA’s concurrence or nonconcurrence and forward the package to the MAJCOM SJA. The MAJCOM SJA will attach a memo stating the reasons for the MAJCOM SJA’s concurrence or nonconcurrence and forward the package through HQ USAF/JAX to TJAG.

2.2.3.2.6.2. Example 2 - ADC. An ADC’s JACP Supervisor is the CCDC. The CCDC will forward the disapproval recommendation and rebuttal letter (if any) to AFLSA/JAJD. AFLSA/JAJD will attach a memo stating the reasons for concurrence or nonconcurrence and forward the package to AFLSA/JAJ. AFLSA/JAJ will attach a memo stating the reasons for concurrence or nonconcurrence and forward the package to AFLSA/CC. AFLSA/CC will attached a memo stating the reasons for concurrence or nonconcurrence and forward the package through HQ USAF/JAX to TJAG.

2.2.3.2.7. Keep a copy of the complete disapproval package in accordance with AFMAN 37-139, *Records Disposition Schedule*.

2.2.4. Give a copy of the completed and signed agreement to the member.

2.2.5. Forward the original, signed, dated and completed agreements to HQ USAF/JAX.

2.3. Military Personnel Flight (MPF). The MPF will refer eligible judge advocates requesting assistance in completing a JACP agreement to HQ USAF/JAX.

2.4. Office of Professional Development, Office of The Judge Advocate General (HQ USAF/JAX). The Chief, Professional Development Division has the overall responsibility for implementing JACP. HQ USAF/JAX is the OPR and will:

2.4.1. Distribute eligibility rosters and JACP information to each MAJCOM SJA or equivalent (monthly).

2.4.2. Coordinate and monitor program developments and actions.

2.4.3. Verify completed agreements for accuracy and ensure a judge advocate's eligibility status has not changed since the judge advocate signed the agreement and before the agreement is processed.

2.4.4. Forward all information necessary to establish payment to the Defense Finance and Accounting Service (DFAS)-Denver.

2.4.5. Update ADSCs as required.

2.4.6. Retain source documents and maintain a copy of the completed agreements in accordance with AFMAN 37-139, *Records Disposition Schedule*.

2.5. The Judge Advocate General (TJAG).

2.5.1. TJAG is the final JACP approval and disapproval authority.

2.5.2. TJAG ensures that disapprovals are in the Air Force's best interest. If TJAG does not agree with a JACP Supervisor's disapproval, return the package to HQ USAF/JAX to process as an acceptance.

2.5.3. TJAG is the waiver authority for all JACP requests for payments not expressly authorized under current policy and this instruction. Send all such requests to HQ USAF/JAX for final decision by TJAG.

2.6. Air Force Director of Personnel (HQ USAF/DP)

2.6.1. HQ USAF/DP is the final authority for ADSC release or modification of an existing JACP agreement.

2.6.2. HQ USAF/DP ensures that ADSC releases and modifications to existing JACP agreements are in the best interest of the Air Force. Approval will be based on the needs of the Air Force and will not be influenced by an offer to repay JACP under any circumstances.

WILLIAM A. MOORMAN, Major General, USAF
The Judge Advocate General

Attachment 1

GLOSSARY OF REFERENCES, ABBREVIATIONS, ACRONYMS, AND TERMS

References

Title 10, U.S.C., Section 801

Title 37, U.S.C., Section 321

Abbreviations and Acronyms

ADC—Area Defense Counsel

ADSC—Active Duty Service Commitment

AFI—Air Force Instruction

AFLSA—Air Force Legal Services Agency

CRS—Conditional Reserve Status

DOS—Date of Separation

DOR—Date of Rank

DRU—Direct Reporting Unit

ELP—Excess Leave Program

HQ—Headquarters

JACP—Judge Advocate Continuation Pay

JAX—Professional Development Division, Office of The Judge Advocate General, Headquarters, United States Air Force, Pentagon, Washington, DC

MAJCOM—Major Command

MPF—Military Personnel Flight

NAF—Numbered Air Force

OPR—Office of Primary Responsibility

POC—Point of Contact

RIF—Reduction in Force

TAFCS—Total Active Federal Commissioned Service

TJAG—The Judge Advocate General

TJAGD—The Judge Advocate General's Department

U.S.C.—United States Code

Terms

Discharged for Cause—Involuntary separation for any reason listed in Chapters 2 or 3 of AFI 36-3206,

Administrative Discharge Procedures.

ELP—Excess Leave Program. See AFI 51-101, *Judge Advocate Accessions Program*, Chapter 3.

FLEP—Funded Legal Education Program. See AFI 51-101, *Judge Advocate Accessions Program*, Chapter 2.

Eligibility Roster—Names, payment amounts, eligibility dates, ADSCs and related information.

JACP Agreement—The judge advocate's application for JACP. After the approval authority signs the agreement, it becomes a legal contract. See [Attachment 2](#).

JACP Approval Authority—The JACP Supervisor is the approval authority. TJAG is the appellate approval authority.

JACP Appellate Approval Authority—TJAG is the appellate approval authority. TJAG has the authority to approve JACP when a JACP Supervisor has recommend disapproval of JACP.

JACP Disapproval Authority—The final disapproval authority is TJAG.

JACP Eligibility Date—The first day judge advocates are eligible for a JACP payment. For example, the JACP eligibility date for the initial continuation payment is the date the judge advocate has four years TAFCS.

JACP Effective Date—The date a JACP agreement begins and the date from which pay amounts are computed. A judge advocate's JACP effective date and eligibility date are the same when a judge advocate signs the JACP agreement on or before the eligibility date. If the judge advocate signs the JACP agreement after the eligibility date, the effective date is the day on which the judge advocate signs the JACP agreement.

JACP Supervisor—The person who counsels JACP eligible judge advocates and approves judge advocate's JACP. At an all Air Force legal office at any level, the SJA is generally the JACP Supervisor. For judge advocates assigned as ADCs or CDCs, the CCDC is the JACP Supervisor. For judge advocates assigned as CTCs, the CCTC is the JACP Supervisor. For all other judge advocates assigned to AFLSA and judge advocates assigned to Headquarters, United States Air Force, the Division Chief is the JACP Supervisor. For base level SJAs, the NAF SJA is the JACP Supervisor. For all others, HQ USAF/JAX is the JACP Supervisor.

JACP Waiver Authority—Authority to approve or disapprove requests for JACP payments not authorized by this instruction or for requests for deviation from established policy as reflected under the express language of this instruction.

Attachment 2**SAMPLE JUDGE ADVOCATE CONTINUATION PAY (JACP) AGREEMENT**

1. Under 37 U.S.C. § 321, I _____ (name/rank/SSN) _____ agree to remain on active duty as a judge advocate for ____ (date your JACP ADSC will end).
2. CONDITIONS OF AGREEMENT. I understand and agree that:
 - a. The effective date of this Agreement is ____ (date signed) ____ . Payment will be made to me as follows: \$ _____ to be paid ____ (in one lump sum) (in equal annual payments). I understand that I must sign and date the completed JACP agreement either prior to or within the fiscal year of eligibility. If I sign this agreement prior to my eligibility date, payment will occur effective the eligibility date contingent upon approval of this agreement. If I sign this agreement after my eligibility date but during the fiscal year of eligibility, the prorated payment will occur effective the date I sign this agreement contingent upon approval of this agreement.
 - b. I will incur an active duty service commitment (ADSC) through ____ (date your JACP ADSC will end) ____, to be served concurrent with other non-JACP commitments and consecutive to any other JACP commitment I may have incurred.
 - c. If I have set a date of separation (DOS) or retirement earlier than my JACP ADSC date, I understand that I must take action to withdraw my voluntary DOS/retirement date and my request to withdraw must be approved before this agreement will be processed.
 - d. Should I desire to retire or separate prior to completion of my JACP ADSC, approval or disapproval will be made by the Secretary of the Air Force, or his/her designee, based on the needs of the Air Force and under any circumstances will not be influenced by my offer to repay the JACP.
 - e. My entitlement to JACP stops immediately if:
 - I am dismissed or discharged for cause.
 - I separate after declining selective continuation.
 - I voluntarily retire or separate before finishing the JACP ADSC.
 - I separate after being non-selected for promotion or selected by a reduction in force (RIF) board.
 - I separate after being non-selected for Conditional Reserve Status, and
 - I expressly agree that unearned JACP will be offset against my separation pay.
 - f. Any unearned portion of JACP is considered a debt to the United States Government and will be recouped IAW AFI 51-1301.
 - g. I cannot legally discharge the debt through bankruptcy and the United States Government may recoup any unearned JACP.
 - h. This contract does not guarantee that I will be allowed to continue to serve until I complete the JACP ADSC established under this agreement.

- i. I understand that I will be taxed on the payment during the year it is actually or constructively received.

(date)

(judge advocate's signature)

Recommend Approval/Recommend Disapproval

_____ (signature)_____

Typed Name/Grade of JACP Supervisor

Date

Recommend Approval/Recommend Disapproval

_____ (signature)_____

Typed Name/Grade of Intermediate JACP Reviewer

Date

Recommend Approval/Recommend Disapproval

_____ (signature)_____

Typed Name/Grade of Intermediate JACP Reviewer

Date

Approved/Disapproved

WILLIAM A. MOORMAN

Major General, USAF

The Judge Advocate General

PRIVACY ACT STATEMENT

AUTHORITY: Title 37, United States Codes, Section 321(b)

PURPOSE: To provide necessary information for the approval/disapproval authority to determine if applicant meets all requirements for the payment of judge advocate continuation pay.

ROUTINE USES: For processing activities and the approval/disapproval authority to determine if applicant meets all eligibility requirements for the program. Use of SSN is necessary to make positive identification of individual and records.

DISCLOSURE IS VOLUNTARY: If the applicant does not provide the information, however, no further action can be taken on the request and all further processing terminates.

Attachment 3**SAMPLE JUDGE ADVOCATE RATER'S INDORSEMENT MEMORANDUM**

(date)

MEMORANDUM FOR HQ USAF/JAX

FROM: Judge Advocate Rater -- (name of eligible judge advocate)

SUBJECT: JACP Rater's Indorsement

_____(name of eligible judge advocate)____, _____(judge advocate's Social Security Number)____,

is/is not awaiting involuntary separation under AFI 36-3206. (A copy of the discharge package or evidence constituting basis for discharge is attached.)

has/has no documented substantiated misconduct or substandard duty performance. (Supporting documents are attached.)

is/is not awaiting or undergoing investigation into a military or civil offense(s) which could result in documented substantiated misconduct or substandard duty performance. (Supporting evidence is attached.)

does/does not have a voluntary established date of separation (DOS) or retirement date.

If you have questions please contact me at DSN __ (Phone Number)____, ____ (Office Mailing Address)____.

(rater's signature)

(typed name, grade rater)

PRIVACY ACT STATEMENT

AUTHORITY: Title 37 U.S.C., Section 321(b)

PURPOSE: To provide necessary information for the approval/disapproval authority to determine if applicant meets all requirements for the award of judge advocate continuation pay.

ROUTINE USES: For processing activities and approval/disapproval authority to determine if applicant meets all eligibility requirements for the program. Use of SSN is necessary to make positive identification of individual and records.

DISCLOSURE IS VOLUNTARY: If the applicant does not provide the information, however, no further action can be taken on the request and all further processing terminates.

Attachment 4**SAMPLE JUDGE ADVOCATE CONTINUATION PAY (JACP) DISAPPROVAL
MEMORANDUM**

(date)

MEMORANDUM FOR (ELIGIBLE JUDGE ADVOCATE)

FROM: JACP Supervisor

SUBJECT: Notification for Recommended Disapproval of Judge Advocate Continuation Pay (JACP)

I recommend disapproval of your request for JACP based on (explain reasons here). A copy of this memorandum is attached to your agreement and will be forwarded through all intermediate judge advocate channels to HQ USAF/JAX. The Judge Advocate General of the Air Force is the final decision authority.

You may write a rebuttal to accompany this recommendation. You must submit your rebuttal to me within ten duty days from the date you receive and endorse this memorandum. If you do not submit a rebuttal to me within ten duty days, your JACP request and this disapproval memorandum will be forwarded through all intermediate judge advocate channels to HQ USAF/JAX for final processing.

Sign and date acknowledging that you received this memorandum. Indicate in your indorsement if you intend to write a rebuttal.

(signature)

(typed name, grade JACP Supervisor)

Attachment(s):

As Required

(date)

1st Ind (functional address symbol of eligible judge advocate)

TO: (All intermediate judge advocate channels)

HQ USAF/JAX

HQ USAF/JA

I acknowledge receipt of your recommended disapproval of JACP. I (will)(will not) submit a written rebuttal.

(signature)

(typed name, grade of eligible judge advocate)